

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA**

# 1. ANTHONY RAMOND BEHAR,

## 2. AMY ELIZABETH BEHAR,

Plaintiffs,

V.

1. STATE FARM FIRE AND CASUALTY COMPANY, a foreign for profit insurance corporation,

Defendant.

## COMPLAINT

### A. Parties

1. Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, are each citizens of the State of Oklahoma.

2. Defendant, State Farm Fire and Casualty Company, is a foreign for-profit insurance corporation, incorporated and organized under the laws of the State of Illinois.

3. The principal place of business for Defendant, State Farm Fire and Casualty Company, is Bloomington, Illinois.

4. The Defendant, State Farm Fire and Casualty Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

### **B. Jurisdiction**

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

### **C. Facts**

7. At all times material hereto, the Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, owned a home located at 24205 N. 3962 Road, in Bartlesville, Oklahoma, which was insured under the terms and conditions of an insurance policy, policy number 36-C1-2049-0, issued by the Defendant, State Farm Fire and Casualty Company.

8. At all times material hereto, the Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, complied with the terms and conditions of their insurance policy.

9. On or about April 4, 2017, the Plaintiffs' home sustained damage as a result of a hail storm. These damages are covered pursuant to the terms and conditions of Plaintiffs' insurance policy.

10. Hail is a covered peril and the damages sustained by Plaintiffs are not limited or excluded pursuant to the terms and conditions of Plaintiffs' insurance policy.

**D. Count I: Breach of Contract**

11. Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, hereby assert, allege and incorporate paragraphs 1-10 herein.

12. The property insurance policy, policy number 36-C1-2049-0, issued by Defendant, State Farm Fire and Casualty Company, was in effect on April 4, 2017.

13. Subsequent to the loss, Plaintiffs timely submitted a claim to Defendant (Claim No.360748Q02).

14. The acts and omissions of Defendant, State Farm Fire and Casualty Company, in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant's breach of contract includes, but is not limited to, the improper denial of Plaintiffs' claim and the failure to pay for covered damage to the Plaintiffs' home, including the Plaintiffs' hail damaged roofing system. Defendant, State Farm Fire and Casualty Company, improperly and unreasonably denied Plaintiffs' claim when the above mentioned loss was covered pursuant to the terms and conditions of the policy purchased by Plaintiffs. Defendant's investigation, evaluation, and denial of Plaintiffs' claim were unreasonable, outside of insurance industry standards, and based upon an unreasonable inspection which failed to consider the covered hail damage to Plaintiffs' roofing system. During this inspection, Defendant's adjuster intentionally ignored and disregarded obvious

hail damage to Plaintiffs' shingles and failed to consider the hail damage to Plaintiffs' roof as a whole. This unreasonable, bad faith investigation resulted in an unreasonable denial of payment to Plaintiffs for their covered hail damages.

### **E. Count II: Bad Faith**

15. Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, hereby assert, allege and incorporate paragraphs 1-14 herein.

16. The acts and omissions of Defendant, State Farm Fire and Casualty Company, in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute bad faith for which extra-contractual damages are hereby sought. Defendant unreasonably and in bad faith failed to pay for covered damage to the Plaintiffs' home, including Plaintiffs' obviously hail damaged roofing system. Defendant conducted an improper and unreasonable claim investigation, evaluation, and adjustment which resulted in an unreasonable denial of payment for Plaintiffs' covered loss. Defendant's investigation, evaluation, and denial of Plaintiffs' claim were unreasonable, outside of insurance industry standards, and based upon an unreasonable inspection which failed to consider the covered hail damage to Plaintiffs' roofing system. During this inspection, Defendant's adjuster intentionally ignored and disregarded obvious hail damage to Plaintiffs' shingles and failed to consider the hail damage to Plaintiffs' roof as a whole. This unreasonable, bad faith investigation resulted in an unreasonable

denial of payment to Plaintiffs for their covered hail damages.

17. Defendant's unreasonable, bad faith conduct includes, but is not limited to, an unreasonable claim investigation, evaluation, and adjustment which resulted in an improper denial of coverage for Plaintiffs' covered loss.

#### **F. Punitive Damages**

18. Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, hereby assert, allege and incorporate paragraphs 1-17 herein.

19. The unreasonable conduct of the Defendant, State Farm Fire and Casualty Company, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, for which punitive damages are hereby sought.

#### **G. Demand for Jury Trial**

20. Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, hereby request that the matters set forth herein be determined by a jury of their peers.

#### **H. Prayer**

21. Having properly pled, Plaintiffs, Anthony Ramond Behar and Amy Elizabeth Behar, hereby seek contractual, bad faith and punitive damages against the Defendant, State Farm Fire and Casualty Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

Michael D. McGrew, OBA# 013167

McGrew, McGrew & Associates

400 N. Walker, Suite 115

Oklahoma City, Oklahoma 73102

(405) 235-9909 Telephone

(405) 235-9929 Facsimile

mcgreuslaw@yahoo.com

**ATTORNEYS FOR THE PLAINTIFFS**